

**UNITED STATES DISTRICT COURT
Northern District of California
Audio / Video Recording Project**

**REQUEST FOR QUOTATION
&
STATEMENT OF WORK**

OPEN MARKET - Lowest Price / Technically Acceptable

Request Date: December 29, 2009
Request Closing: January 5, 2010
RFQ Number: USDC-CA-AV-2010-01

Special Notes and Instructions

1. This is a request by the United States District Court, Northern District of California (the “court”) for Open Market Pricing. All items should be quoted F.O.B Destination.
2. A fixed price award from this RFQ will be made based on the lowest price / technically acceptable offer.
3. **Quotes must be emailed or hand delivered to the below listed court representative at the listed address no later than 4:30 p.m. on the Requested Closing Date:**
Carlos Obando, IT Budget & Procurement Technician
450 Golden Gate Avenue
Room 16-5230
San Francisco, CA 94102
Carlos_obando@cand.uscourts.gov
4. A technical proposal describing the approach must be submitted in accordance with the attached statement of work.
5. At least three past performance references must be submitted with the proposal.
6. For this procurement, the following non-price evaluation factors are approximately equal in importance:
 - a) Technical approach
 - b) Relevant past experience of the proposing company
7. Source selection will be made on a ‘lowest price / technically acceptable’ basis.
8. If the proposing company fails to provide the required information or if the information cannot be verified to the satisfaction of the court, then the proposing company’s proposal may be rejected without further consideration.

All questions or clarification requests should be submitted in writing no later than one (1) working day prior to the Request Closing Date, preferably via email, to:

Carlos Obando, IT Budget & Procurement Technician
450 Golden Gate Avenue
Room 16-5230
San Francisco, CA 94102 **Carlos_obando@cand.uscourts.gov**

9. Quotes for RFQ USDC-CA-AV-2010-01 must include the following:

	<u>Short Description</u>	<u>List of Tasks</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	Project Planning	Pre-planning meeting(s) and/or onsite visit(s) (If deemed required)		
<u>2</u>	Labor Cost	Hourly or daily cost for assigned personnel		
<u>3</u>	Equipment Fees	Equipment fees deemed necessary for completion of project		
			Total Cost	

Vendor's Name:

Vendor's Address:

Vendor's City, State and Zip Code

Vendor's Street Address (if different from above)

Tax Identification Number:

Discount Terms or Net 30:

Performance Start Date:

Signature of Person Authorized to Sign Quote (Title and Date)
(Electronic signature acceptable)

STATEMENT OF WORK

1. TASK DESCRIPTION

The United States District Court for the Northern District of California is looking for a video production company to record a series of audio/video recordings ("movies") of a multi-day event that begins on January 11, 2010, and is estimated to last for two to three weeks. The event will last all day, for multiple business days. It is estimated to run for two weeks, but it could end early or go slightly longer. The court may have anywhere between 8 and 80+ hours of video that the court needs to have recorded and hosted.

Each day, there will be at least one variable-duration break of approximately one hour at approximately noon, so, there will be a daily morning and afternoon recording session. If video file size becomes an issue, the project may be split this into smaller durations per day (Example: Morning 1, Morning 2, Afternoon 1, Afternoon 2, etc.).

Court cameras are already provided and installed and no "camera operators" are needed, although a recording operator may be needed. Audio and video are from a single high definition source consisting of 3 stationary cameras fed into a single multi-camera view. Currently the source is DVI at 1920x1080 (1080p) with a separate monaural analog audio, but the court itself can convert this into a single HDMI video with associated digital audio feed. Necessary equipment for recording proceedings from the court's high definition source must be provided by proposing company.

1.1. INTRODUCTION

The court has an upcoming trial that needs to be recorded and uploaded to a video hosting service. There is a need for an outside vendor to provide the service of recording the trial proceedings due to time constraints and lack of in-house staff. The video hosting upload aspect of the project will be tasked to the court's in-house Automation Unit. The courtrooms involved in the proceedings have a built in sound system infrastructure. The courtroom where the trial is to take place has video infrastructure in place.

1.2. PURPOSE

The purpose of this request for quotation and statement of work ("RFQ/SOW") is to define and procure the services of a contractor with expertise and experience in legal audio/video recording. Upon completion of this project the court will have compressed video files with audio that can be uploaded to a video hosting service for possible viewing by the public.

1.3. SCOPE

- 1.3.1. The contractor should schedule and conduct a meeting in person or over the phone, and/or a site visit to discuss project expectations, requirements, schedules and assignments.
- 1.3.2. All recording must be direct to digital (digital to digital), preferably straight to hard-drive (tape not preferred).
- 1.3.3. A/V infrastructure is in place, contractor will need to provide a device that can record a streaming live feed from an HDMI/ DVI source.
- 1.3.4. Files must be compressed under 1.9GB per session.
- 1.3.5. Wide-screen (16:9) format must be maintained.
- 1.3.6. Recording should be in a compressed "YouTube" type format, similar to what is seen at <http://www.youtube.com/watch?v=F5isaiR41S4>
- 1.3.7. The full recording must be made available to the court in a "reasonably" high-definition A/V computer file.
- 1.3.8. The A/V file format should be ready for internet "true streaming" hosting (such as "flv" format).
- 1.3.9. Segments must be recorded into two different sessions, a morning session (9 a.m-12 p.m.) and an afternoon session (1 p.m. - 4 p.m.).
- 1.3.10. Contractor must provide to the Automation Unit a working upload able file by the end of each session.
- 1.3.11. No recordings may leave the control or possession of the court under any circumstances or at any time.

1.4 SPECIAL REQUIREMENTS

Contractor must have advanced knowledge of audio/video recording and file encoding.

1.5 ADDITIONAL INFORMATION

In order to obtain access to the space and systems of the court necessary for completion of the project defined in the statement of work and/ or contract with the court, the contractor must certify to comply with all of the following provisions and requirements.

- 1.5.1 Contractor shall submit a 'Contractor Personnel Access Application' for each employee who requires access to court space in order to work onsite, and must receive clearance by the U.S. Marshal's Service before the employee may work without constant monitoring by court personnel. Once clearance has been approved, and each time contractor arrives at the court, contractor must check in with assigned court personnel.
- 1.5.2 Any court space and/or system access codes and/or passwords will be safeguarded from unauthorized use and may not be provided to personnel other than those directly assigned to this project.
- 1.5.3 All equipment, hardware, software, and/or services provided by the court are the property of the court and will not be used, copied, and/or removed from court space without the express consent of the court contracting officer (CCO) and the systems manager (SM).
- 1.5.4 No recordings may leave the control or possession of the court under any circumstances or at any time.
- 1.5.5 Contractor shall take reasonable precautions in the handling and use of court materials to protect against unauthorized use and/or damage.
- 1.5.6 Upon authorization to use and/or access court systems contractor shall ensure that all security precautions are taken during such use including: appropriate use of passwords, virus protection including current signature files, firewall protection including current version, and protection against unauthorized access.
- 1.5.7 No software will be loaded onto the court's network without the express consent of the CCO and SM.
- 1.5.8 Use of the court's network, internet and intranet site use will only be for official functions associated with the project and the following activities are prohibited:
 - 1.5.8.1 Distributing unauthorized statements regarding court policies or practices;
 - 1.5.8.2 Transmitting confidential court information, except as required for the performance of official duties;
 - 1.5.8.3 Making unauthorized commitments or promises on behalf of the court that might be perceived as binding on the judiciary;
 - 1.5.8.4 Using subscription accounts or commercial services in the course of the contract on behalf of the court that are not expressly authorized;
 - 1.5.8.5 Hosting an unauthorized web site on the court's network;
 - 1.5.8.6 Sending or displaying messages or pictures on the court's network that are of an obscene or sexually explicit nature;
 - 1.5.8.7 Using the court's network connection for commercial purposes or private gain;

1.5.8.8 Making or distributing unauthorized copies of copyrighted or proprietary court software, images, or text;

1.5.8.9 Using the court's network for illegal activities.

1.5.9. Contractor understands and agrees that all court telecommunication and automated information systems are subject to monitoring to ensure proper function, to protect against improper or unauthorized use or access, and to verify the presence or performance of applicable security features or procedures, and for like purposes. Such monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, process, or stored in these systems by the user. If monitoring reveals possible evidence of criminal activity, such evidence may be forwarded to law enforcement personnel. The contractor expressly consents to such monitoring.

1.5.10. These requirements will remain in effect for the duration of the project.

1.5.11. Upon completion of the project the contractor shall cease to have access to court space and/or information systems, unless additional formal request is made. All information regarding court systems will not be distributed nor discussed by the contractor with any other entity without the express consent of the CCO.

2. DESCRIPTION OF DELIVERABLES

2.1 Project meeting and/or site visit

2.2 Written Specifications

2.3 Review of current A/V infrastructure

2.4 Demonstration of working product

2.5 Final Product: A working A/V file that can be uploaded to a video hosting service.

3. SCHEDULE FOR PERFORMANCE AND DELIVERY AND MILESTONE

3.1 Contractor shall schedule the kick-off meeting and/or site visit within one (1) business day of contractor acceptance.

3.2 Contractor shall demonstrate a working final product within two (2) business days of contractor acceptance, or **no later than 8:00 a.m. on January 11, 2009**, the anticipated starting date of the trial.

4. REVIEW AND ACCEPTANCE OF DELIVERABLES

All deliverables will be presented to the court for acceptance per the contract and/or project plan, unless otherwise agreed by the court. The court will have a period of three working days to accept, reject or object to a deliverable; otherwise the deliverable will be considered accepted. Requirements for acceptance of an unacceptable deliverable must be negotiated by the contractor with the CCO. All corrections to deliverables are to be accomplished at no additional cost to the court.

5. LOCATION OF PERFORMANCE

**United States District Court, Northern District of California
Clerk's Office, 16th Floor
Phillip Burton Federal Building
450 Golden Gate Ave
San Francisco, CA 94102**

6. GOVERNMENT FURNISHED PROPERTY

The following A/V hardware is already in place that provides a live stream:

- Avitech 8004VC
- Dell PC-TOWER
- Gefen GTV-AAUD-2-DIGAUD Analog to digital adapter
- Gefen DVIAUD2HDMI DVI & Audio to HDMI converter
- Three Canon HD compatible camcorders

7. CONTRACTOR FURNISHED MATERIAL

Contractor is responsible for providing all required materials necessary for work in providing finished A/V file.

8. TRAVEL AND PER DIEM REQUIREMENTS

All travel and per diem associated with this project is the responsibility of the traveling party.

9. SOURCES OF INFORMATION AND DATA

9.1 The court's technical advisor on this project is:

Buz Rico, Systems Manager
Buz_Rico@cand.uscourts.gov
415-522-2073

1.5 The court contracting officer is:

Helene McVanner
Helene_Mcvanner@cand.uscourts.gov
415-522-2095

1.6 The court procurement technician is:

Carlos Obando
Carlos_Obando@cand.uscourts.gov
415-522-2081

1.7 Judiciary Purchase Order Terms and Conditions are attached.

RFQ/SOW ATTACHMENT

JUDICIARY PURCHASE ORDER TERMS AND CONDITIONS

I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

1) JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

2) JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

3) The following clause is included by reference:

JP3 Clause 3-3, Provisions, clauses, Terms and Conditions - Small Purchases (OCT 2006)

(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in the JP3 clause 3-3. CO Note: Before including additional provisions or clauses refer to the JP3 Appendix B matrix to determine if the provision or clause can be included by reference or must be included in full text.)

(If estimated cost is over \$2,500, the CO will complete the following blanks.)

This Statement is for Information Only. It is not a Wage Determination.

Employee Class Monetary Wage-Fringe Benefits

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Wage Rate Determination

(If estimated cost is over \$2,500, attach the Department of Labor wage rate determination here.)

1) JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

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2) JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)

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<http://www.uscourts.gov/procurement/clauses.htm>

The following clauses are included by reference:

JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)

Additional Clauses:

JP3 Provision 3-5, Taxpayer Identification (JAN 2003)

(a) Definitions:

“**Common parent**,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“**Taxpayer Identification Number (TIN)**,” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN): _____

- ☐ TIN has been applied for.
- ☐ TIN is not required, because: _____
- ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (federal, state or local);
- ☐ Foreign government;
- ☐ International organization per-26 CFR 1.6049-4;
- ☐ Other: _____

(f) Common parent:

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

JP3 Clause 6-20, Insurance - Work on a Judiciary Installation (JAN 2003)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) For such period as the laws of the state in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a judiciary installation and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

JP3 Clause 6-30, Insurance (JAN 2003)

(a) The contractor shall carry and maintain, during the entire period of performance under this contract, adequate insurance as follows:

Workman's Compensation and Employee's Liability Insurance - Contractors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

Automobile Liability Insurance - The contractor is required to have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

General Liability Insurance - The contractor is required to have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

Self-Insurance - If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Upon request, the contractor shall provide the following information to the contracting officer prior to beginning performance under this contract: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than 30 days before such change, expiration or cancellation is effective.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

JP3 Clause 6-50, Representation of Rights in Data (JAN 2003)

(a) The offeror shall complete paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted rights computer software in the offeror's response is not determinative of the status of such data, shall a contract be awarded to the offeror.

(b) The offeror has reviewed the requirements for the delivery of data or software and states (*offeror checks appropriate block*):

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) These data are submitted with limited rights under this Contract. These data may be reproduced and used by the Government with the express limitation that they will not, without

written permission of the contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes:

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because: _____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

JP3 Clause 6-55, Delivery of Limited Rights and Restricted Computer Software (JAN 2003)

To the extent that the contractor has, in its offer, identified pre-existing proprietary data or restricted computer software pursuant to [Provision 6-50](#), "Representation of Rights in Data" of the solicitation, the contracting officer, or a duly authorized representative, until the expiration of three years after final payment of this contract, will have the right to examine any books, records, documents or other data supporting the contractor's claim(s) hereunder. Notwithstanding the contractor's rights and claims of, and the judiciary's agreement to protect, pre-existing

proprietary data or software, the judiciary will have unlimited or unrestricted rights without additional contractor compensation, to any data or software identified above, that is:

- (1) Obtained independent of this contract;
- (2) In the public domain; or
- (3) Determined, subsequent to the effective date of this contract, to not have qualified as pre-existing data or software or a derivative of pre-existing data or software to which the contractor would have such proprietary rights.

JP3 Clause 7-25, Indemnification (AUG 2004)

(a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefore, require the contractor to replace at its own expense, all property lost or damaged.

(c) ***Hold Harmless and Indemnification Agreement*** - The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(e) ***Judiciary's Right of Recovery*** - Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

(f) ***Judiciary Liability*** - The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

JP3 Clause 7-45, Travel (JAN 2003)

The contractor may propose travel costs based on Judiciary Travel Regulations if travel is allowable and required by the contract. Proposed per diem and automobile expense will be based on Judiciary Travel Regulations (JTR).

JP3 Clause 7-50, Parking (JAN 2003)

There is no contractor parking available at the court location (USDC). In the event that this contract requires the delivery of equipment or materials to the USDC, the contractor shall park delivery vehicles at designated locations within or around the Federal Building **ONLY WHILE LOADING AND UNLOADING THE VEHICLE**. Arrangements for pick-up and delivery at the USDC shall be coordinated with the Contracting Officer and made in accordance with building management policies.

JP3 Clause 7-55, Contract Use of Judiciary Networks (JAN 2003)

(a) The judiciary is obligated and committed to ensuring that judiciary property and resources are used appropriately and for the public interest. The judiciary shall confront issues involving contractors and their employees to ensure that judiciary property and resources equating to taxpayer dollars are not wasted or used inappropriately.

(b) Whenever authorized as a user of judiciary networks, the contractor, subcontractor, teaming partner, and all employees (hereinafter referred to as "entities"), shall **not** perform or participate, directly or indirectly, in any of the following:

(1) Accessing internet sites which may be inappropriate or reflect poorly on the judiciary: Unless accessing internet sites is case-related, entities shall refrain from creating, downloading, viewing, storing, copying, and transmitting sexually-explicit or sexually-oriented materials which are never appropriate and may be illegal in some cases. Internet sites capture the domain name of all sites accessing them and maintain a record of this information. It could be embarrassing to the judiciary if the judiciary's domain name were found on the access records of inappropriate sites;

(2) Logging onto video or audio sites, such as broadcast services or radio stations and downloading music files. This consumes significant disk space on local computers and may be a violation of copyright law. Each of the several thousand video clips downloaded daily can be equal to downloading a 400-page memorandum;

(3) Using judiciary systems to send or receive e-mails containing greeting cards, political statements, jokes, pictures, chain letters or other unauthorized mass mailings, regardless of the subject matter, and other items of a personal nature;

(4) Sending large attachments unless required for official business. Video, sound, or other large file attachments consume large amounts of network capacity. E-mail attachments, large files, and executable programs present two problems. First, large attachments consume network capacity and storage space on both national and local e-mail servers and desktops, slowing the network down for everyone. Second, executable programs present a risk for infection by computer viruses;

(5) Participating in chat rooms or using "instant messaging" software;

(6) Checking personal e-mail accounts over the judiciary's network;

(7) Using the network connection for personal commercial purposes, private gain, or illegal activities. Unless use is required for official judiciary and contract-related business, all entities

shall refrain from using the network connection for commercial purposes (including shopping). It is also inappropriate to use the network connection in support of outside employment activities (including consulting for pay, sales or administration of business transactions, and sales of products or services) or for illegal activities (such as gambling or hacking); involving contractors and their employees to ensure that judiciary property and resources equating to taxpayer dollars are not wasted or used inappropriately.

(b) Whenever authorized as a user of judiciary networks, the contractor, subcontractor, teaming partner, and all employees (hereinafter referred to as "entities"), shall **not** perform or participate, directly or indirectly, in any of the following:

(1) Accessing internet sites which may be inappropriate or reflect poorly on the judiciary: Unless accessing internet sites is case-related, entities shall refrain from creating, downloading, viewing, storing, copying, and transmitting sexually-explicit or sexually-oriented materials which are never appropriate and may be illegal in some cases. Internet sites capture the domain name of all sites accessing them and maintain a record of this information. It could be embarrassing to the judiciary if the judiciary's domain name were found on the access records of inappropriate sites;

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(5) Participating in chat rooms or using "instant messaging" software;

(6) Checking personal e-mail accounts over the judiciary's network;

(7) Using the network connection for personal commercial purposes, private gain, or illegal activities. Unless use is required for official judiciary and contract-related business, all entities shall refrain from using the network connection for commercial purposes (including shopping). It is also inappropriate to use the network connection in support of outside employment activities (including consulting for pay, sales or administration of business transactions, and sales of products or services) or for illegal activities (such as gambling or hacking);

(8) Using the e-mail or the network connection for offensive activities. It is inappropriate to use e-mail or the internet to access, send, or receive information on, or in support of, activities that are illegal or offensive. Such activities include, but are not limited to, hate speech or material that ridicules or degrades others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.

JP3 Clause 7-95, Contractor Inspection Requirements (JAN 2003)

The contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the products or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified

manufacturers' parts. This clause takes precedence over any judiciary inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the judiciary.